



ORIGINAL

#1877

TENTH AMENDMENT OF LEASE AND OPERATING AGREEMENT**Parties:****Agreement No. 200233-017**

Philadelphia Regional Port Authority
3460 N. Delaware Avenue, 2nd Floor
Philadelphia, PA 19134 ("Lessor")

&

Astro Holdings, Inc.
P.O. Box 8778
Philadelphia, PA 19101 ("Lessee")

Lease History:**Filed with FMC****FMC Reference No:**

Lease & Operating Agreement

March 5, 1991

224-200233-007

First Amendment:

December 9, 1993

224-200233-008

Second Amendment:

March 5, 2001

224-200233-009

Third Amendment:

August 28, 2001

224-200233-010

Fourth Amendment:

December 14, 2001

224-200233-011

Fifth Amendment:

May 31, 2002

224-200233-012

Sixth Amendment:

December 18, 2002

224-200233-013

Seventh Amendment:

March 15, 2004

224-200233-014

Eighth Amendment:

July 7, 2004

224-200233-015

Ninth Amendment:

September 22, 2010

224-200233-016

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

2015 JAN 16 AM 11:50

RECEIVED

The Lease & Operating Agreement, as amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth Amendments and Ninth Amendments, is hereinafter collectively referred to as the "Lease".

Background:

The parties desire to amend that provision of the Lease entitled "Dredging".

NOW, THEREFORE, intending to be legally bound hereby and in exchange for good, valuable and sufficient consideration received, Lessor and Lessee covenant and agree as follows:

1. Effective Date. This Tenth Amendment to Lease and Operating Agreement ("**Amendment**") shall become effective on the date on which an executed copy hereof is filed with the FMC in accordance with the Shipping Act of 1984. Lessor shall cause this Amendment to be filed with the FMC promptly following the execution and delivery hereof.

2. Definitions. Unless otherwise defined in this Amendment, all terms defined in the Lease shall have the meanings ascribed to them in the Lease when used in this Amendment.

3. Dredging. Section 6.7 (a) of the Lease is amended and restated in its entirety as follows:

(a) During the Term hereof and any Renewal Period, PRPA shall, at its sole cost and expense, and at such times as it reasonably determines necessary taking into account the soundings referred to in Section 6.7 (c), and upon its obtaining all necessary permits and approvals (which PRPA will pursue in a commercially reasonable manner), conduct maintenance dredging alongside Berths #1, #2, #3, #4 and #5 to a depth of forty-two (42) feet from Mean Low Water Datum ("MLWD"), and alongside Berth #6 to a depth of thirty-eight (38) feet from MLWD. Upon the presentation by HOLT to PRPA of reasonable evidence illustrating a

FMC Agreement No.: 200233-017 Effective Date: Friday, January 16, 2015

Downloaded from WWW.FMC.GOV on Monday, September 16, 2019

reasonable, current business need, PRPA shall, upon its obtaining all necessary permits and approvals (which PRPA will pursue in a commercially reasonable manner), dredge alongside Berth #6, to the extent of such demonstrated need, to a depth of forty (40) feet from MLWD. PRPA shall conduct maintenance dredging to a depth of forty (40) feet from MLWD alongside any such Berth that PPC or PRPA previously caused to be dredged to such depth so long as a reasonable, current business need exists for such a depth to be maintained.

4. Lease Remains in Effect. The Lease, as amended hereby, shall remain in full force and effect and time remains of the essence of the Lease and this Amendment. In the event of any conflict or any inconsistencies between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall govern and control.

5. Execution in Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Tenth Amendment as of the date first above written.

ASTRO HOLDINGS, INC.

By: 

Name: Thomas J. Harris

Title: President

PHILADELPHIA REGIONAL
PORT AUTHORITY

By: 

Name: James T. McDermott, Jr.

Title: Executive Director

Approved as to Legality
and Form:

PHILADELPHIA REGIONAL
PORT AUTHORITY

By: 

Name: Gregory V. Iannarelli, Esq.

Title: Chief Counsel

Approved as to Propriety and
Availability of Funds:

PHILADELPHIA REGIONAL
PORT AUTHORITY

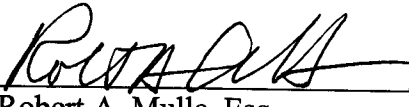
By: 

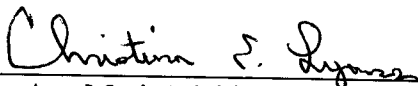
Name: Edward G. Henderson

Title: Director of Finance & Capital Funding

OFFICE OF THE ATTORNEY
GENERAL

OFFICE OF THE BUDGET

By:  12/22/14
Name: Robert A. Mulle, Esq.
Title: Chief Deputy Attorney General

By:  12/29/14
Name: Ana Marie Kiehl
Title: Comptroller